

## **REMARKS**

### **Claim Rejections – 35 USC § 112**

Claims 1-3, 7, 8, 9, and 10 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

The written description of this invention provided by the applicant in the instant specification is limited to the following paragraph.

In a preferred embodiment, the information from the credit card is delivered to the expense account of a user. This information can not be changed by the user. The system of the present invention analyzes the bill and places the correct information into the correct field. For example, as shown above the system can place the name of the restaurant in one field, the dollar amount in a separate field and the date of the expense in a third field. The user can then enter their Internet expense account and add additional information such as the number of persons (and the names of those persons) who are covered by this bill, the client who is being billed for this charge and any additional amounts that were paid for in cash, such as tips. (Specification, Page 5)

While the Patent Office does not require the applicant to provide a blue print comprising line by line code to satisfy the written description/enablement requirements, particularly when the intricacies are conventional/well known, the Patent Office does require that one skilled in the art be able to make or use the claimed invention. The examiner is unaware of any method that enables one to route information into a previously established single text document as depicted on page 6 of the specification. Separately, the specification is also devoid of any written description for a system component that prevents the contents from being changed. Also, the specification is also devoid of any written description for a system component that divides information transferred from the card into separate fields.

Regarding the Examiner's comments that the specification is devoid of a written description for a system component that prevents the contents from being changed, in any computer system today, one can put a read only function on a document so that the contents of a document cannot be edited. Further, the specification states that the system reviews the content of what is being sent into a field, and based on that description, places it into a specific field.

Obviously, a system can contain a list of airlines, restaurants, and other field divisions and place a charge into a specific field based on reading the name of the charge. Further, regarding the Examiner's comment that there is no method that enables one to route information into a previously established single text

document, American Express today allows charges to be routed into a single document when such charge is placed into a reader.

### **Claim Rejections – 35 USC § 102**

Claims 4-6, 9-11 are rejected under 35 U.S.C. 102(e) as being anticipated by Tognazzini 5,739,512.

Figure 1 teaches all the elements of applicant's claim 1. Figure 1 in combination with figure 4 teaches claims 5-6 and 8-11, with the prior art vendor name and vendor address entry lines reading on the applicant's fields, with the email not being able to be changed by the sender. Claim 10 reads on nonfunctional descriptive material. In the alternative claims 10 reads on the figures 1 and 4, when the vendor is a hotel.

As stated above, if the Examiner does not know any way for the system to be able to route information into a single text document, prevent the contents of the document from being changed, and divide information into separate fields, there is no way that the prior art, Tognazzini can teach elements of the claims. Therefore the claims cannot be anticipated by the prior art.

### **Claim Rejections – 35 USC § 103**

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Tognazzini.

The prior art fails to teach a wireless card reader device. The examiner takes official notice that wireless credit card readers are well known species of the credit card reader taught by Tognazzini. It would have been obvious for one skilled in the art to use a wireless device as motivated by the need to conduct transactions in mobile environments.

For the reasons stated above, Claim 12 is not obvious over the prior art.

Applicant believes that the application is in condition for allowance.

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